

TRACHTENBERG RODES & FRIEDBERG LLP

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By Fax

October 24, 2019

Ken Rosenfield
Rosenfield & Co.
1 Penn Plaza
250 W 34th Street, Suite 1705
New York, NY 10119

Re: Star v. Voynow, EDNY Case No. 18 cv 5775-ERK-CLP

Dear Ken:

This letter will confirm the retention of Rosenfield & Company ("R&Co") by Trachtenberg, Rodes & Friedberg LLP ("Counsel") in connection with the above-referenced action (the "Engagement"). The retention shall be as of December 1, 2017, and R&Co has worked and will continue to work under the direction of Counsel.

Specifically, R&Co will assist Counsel and Client with consultation and analysis and will perform such other tasks as may be identified during the course of this Engagement. For now, R&Co will serve as a consulting expert only, but Counsel may later request that one or more professionals from R&Co provide expert testimony in the future. In any such case, Counsel and R&Co will discuss and mutually agree on which R&Co professional would serve as the expert and shall execute a new and separate engagement letter for that purpose.

Fees in connection with the Engagement will be based upon the hourly rates previously established for the work plus disbursements for fees and expenses. The Client will be solely responsible for payment of all such fees and expenses. R&Co will submit invoices for its fees and expenses incurred on a monthly basis in connection with this Engagement directly to the Client, with a copy sent to Counsel. The parties acknowledge and agree that the attorney-client privilege between Counsel and R&Co shall remain notwithstanding the fact that Client is billed directly for services provided under this Engagement. In the event Client disputes any of the fees or expenses on a specific invoice, the Client shall notify R&Co within thirty (30) days of receipt of the invoice of such a dispute.

EXHIBIT "A"

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Counsel or Client shall have the right to terminate this agreement at any time, but Client shall remain liable for all fees and expenses accrued prior to such termination.

R&Co understands that its work product and files may become subject to discovery; however, until such materials are sought by subpoena or other process, they will be maintained by R&Co as confidential. It is agreed that those materials and all other working papers and other documents prepared by R&Co pursuant to this Engagement will be maintained as confidential materials and will not be disclosed to third parties without Counsel's consent, except as may be required by law, regulation, or judicial or administrative process. Unless prohibited by law, R&Co agrees to notify Counsel promptly of any of the following events: (a) a request by anyone to examine, inspect, or copy such documents or records; or (b) any attempt to serve, or the actual service of, any court order, subpoena, or summons upon R&Co that requires the production of such documents or records. It is further understood that if R&Co is not requested by Counsel to provide expert testimony in connection with this Engagement, all opinions and work product of R&Co shared with Counsel or the Client shall be maintained as confidential and shall not be shared with any other person or entity.

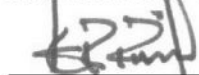
R&Co and the Client acknowledge their respective agreement with the terms stated herein as evidenced by their signatures below.

Sincerely,

Barry J. Friedberg

Acknowledged and Agreed:

Rosenfield & Co.



Name: Kenneth R Rosenfield

Title: Managing Partner

The Star Auto Companies

Name:

Title: